



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 19, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DELEGATION AND ASSIGNMENT OF LABORATORY SPECIMEN
TRANSPORTATION SERVICES AGREEMENT (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the delegation and assignment of rights in accordance with the Delegation and Assignment provision of Agreement No. 712501 with First Class Services, Inc. (First Class), dba Consolidated Routing, from First Class to California Courier Services, Inc. (California Courier), dba Consolidated Routing, effective April 20, 2002.
2. Delegate authority to the Director of the Department of Health Services, or his designee, to execute an Approval and Delegation of Duties and Assignment of Rights under County Agreement No. 712501, attached hereto, for the provision of DHS laboratory specimen transportation services with First Class and California Courier.

3. Delegate authority to the Director of Health Services or his designee, to extend Agreement for six additional months, on a month-to-month basis, from July 1, 2003 through December 31, 2003 and to increase payment for the provision of DHS laboratory specimen transportation services from \$7.50 Fee Per Stop to \$8.00, and from \$1.08 for all On Call and Stat/Super Stat services to \$1.16, at an estimated total cost of \$188,570.00.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended actions, the Board is allowing for the continued provision of laboratory specimen transportation services for DHS under California Courier, as a result of the sale of First Class to California Courier; providing a rate increase for the provision of DHS laboratory specimen transportation services due to an increase in gasoline prices; and extending the Agreement to allow for the completion of a RFP process.

Without approval of the recommended actions, the high volume of transported laboratory specimens from and to DHS laboratories will no longer be available, in a timely manner, and DHS will not be able to provide crucial test results for its patient.

On June 19, 2001, the Board approved the addition or deletion of service site locations, as needed, upon the mutual agreement of County and Contractor. As a result, this agreement is not affected by the DHS System Redesign plan.

DHS expects to complete the RFP process and have a new contract in place by August 2003. The agreement will be extended on a month-to-month basis to provide coverage for laboratory transportation services through December 31, 2003 to allow ample time to complete the RFP process. As this extension can be terminated upon a 30-day written notice, it will be terminated as soon as a new contract is in place.

On September 21, 2000, the Chief Administrative Office and Auditor-Controller informed the Department of the change in County policy and procedures, and the new guidelines for the timely submission of contracts for Board approval. However, it was not possible to schedule this item on the Board agenda three weeks prior to its effective date, as required under the new policy due to the fact that DHS received notification in mid May 2003 that First Class had sold their company to California Courier and DHS did not receive required corporate documentation, e.g., Articles of Incorporation and proof of State licence to do business in California until late May 2003.

FISCAL IMPACT/FINANCING:

The estimated total cost to extend the Agreement for six-months is \$188,570.

Funds for the extension are included in DHS' and Public Health's Fiscal Year 2003-04 future budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 17, 1998, the Board approved Prop A Agreement No. 712501 with First Class for the provision of laboratory specimen transportation services at DHS medical facilities.

On December 19, 2000, the Board approved Amendment No. 1, on June 19, 2001, approved Amendment No. 2, and on June 18, 2002, approved Amendment No. 3 to Agreement No. 712501.

On May 12, 2003, DHS received notification that First Class sold their company to California Courier, and that California Courier is maintaining the service dba of Consolidated Routing.

The current agreement is due to expire June 30, 2003.

The recommended actions to the agreement, have been approved as to form by County Counsel.

The extension of this agreement includes additional County mandated language (i.e. Jury Duty and Baby Safely Surrendered Law).

Attachment A provides additional information.

CONTRACTING PROCESS:

On January 7, 2002, DHS released a Request for Proposals (RFP) for the provision of laboratory specimen transportation services for DHS and Public Health Laboratories. Three vendors submitted proposals, and in July 2002, the evaluation committee completed their evaluation scoring. The RFP process is nearing its final phase, pending completion of the determination of the County's avoidable cost.

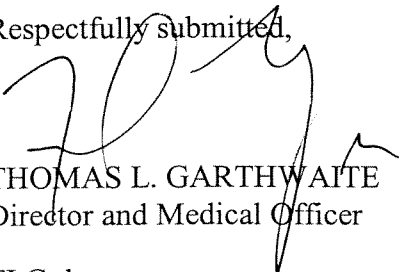
The RFP was advertised on the Office of Small Business' Countywide Web Site and in local newspapers.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

There is no impact on current program services.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



THOMAS L. GARTHWAITE
Director and Medical Officer

TLG:dc

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Laboratory specimen transportation services.

2. **AGENCIES NAME AND CONTACT PERSONS:**

California Courier Services, Inc., dba Consolidated Routing
3310 Vanowen Street
Burbank, California 91505
Attention: Donna S. Kronson,
Vice President Sales and Marketing

Telephone: (818) 841-4010

3. **TERM:**

The agreement will be extended will become effective on July 1, 2003 and continue on a month-to-month basis through December 31, 2003.

4. **FINANCIAL INFORMATION:**

The cost of the extension for DHS laboratory specimen transportation services, for six months, on a month-to-month basis, is \$188,570.

5. **REASON FOR AMENDMENT:**

A delegation and assignment with a six-month, month-to-month extension, is recommended to continue essential laboratory specimen transportation services until DHS completes a competitive solicitation process to select a contract provider.

6. **APPROVALS:**

DHS Laboratory:	Dr. Phyllis Thornton, Director
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel:	Leela Kapur, Deputy County Counsel

LABORATORY SPECIMEN TRANSPORTATION SERVICES AGREEMENT

AMENDMENT NO. 4

THIS ACKNOWLEDGMENT OF CHANGE OF CORPORATE OWNERSHIP is made and entered into this _____ day of _____, 2003.

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CALIFORNIA COURIER
SERVICES, INC., dba
CONSOLIDATED ROUTING
(hereafter "CCS").

WHEREAS, on February 17, 1998, County and, First Class Services, Inc. (FCS), doing business as "Consolidated Routing", entered into a Laboratory Specimen Transportation Services (hereafter "laboratory courier services") Agreement, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on April 28, 2003, FCS notified County that they had sold their business to CCS;

WHEREAS, on April 28, 2003, CCS notified County that it will maintain a business relationship as "Consolidated Routing"; and

WHEREAS, Director of County's Department of Health Services has reviewed CCS, corporate documents and other data, and has confirmed that CCS can effectively provide the services and assume the duties set forth in Agreement.

WHEREAS, in recognition of change of corporate ownership,

and assignment of the Agreement by FCS to CCS, the County and CCS desire to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Effective upon Board approval, County acknowledges change of corporate ownership from FCS, dba, Consolidated Routing, to CCS, dba, Consolidated Routing. Accordingly, the Agreement formerly between County and FCS, henceforward shall be between County and CCS.

2. All inadvertent future references to FCS, shall be deemed referenced to CCS.

3. This Amendment will extend the term of the Agreement for six (6) months, on a month-to-month basis, beginning July 1, 2003 through December 31, 2003.

Either party may terminate Agreement for any reason, upon a thirty-day written notice to the other party.

4. During the extended term (July 1, 2003 through December 31, 2003), CCS, shall receive payment as set forth in Attachment A, (Fee Schedule).

5. Paragraph 24, ("CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) OF 1996), in Amendment NO. 3 to Agreement 712501, was misnumbered and shall be renumbered as "Paragraph 43, ("CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE"

UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) OF 1996))".

6. Paragraph 44, (COMPLIANCE WITH JURY SERVICE PROGRAM), shall be added to Agreement as follows:

"44. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury

service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment "B", and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

(2) For purpose of this Paragraph, and/or as it defined and used in the Los Angeles County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a

subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program

shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach

of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

7. Paragraph 45, (NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT), shall be added to Agreement as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract."

8. Paragraph 46, (NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW), shall be added to Agreement as follows:

"46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment "A" of this Amendment and is also available on the Internet at www.babysafela.org for printing purposes."

9. Paragraph 47, (CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW), shall be added to Agreement as follows:

"47. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, attached hereto as Attachment "C", in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department

of Children and Family Services will supply the Contractor with the poster to be used."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director and Chief Medical Officer of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

FIRST CLASS SERVICES, INC.,
(dba) CONSOLIDATED ROUTING
Assignor-Prior Contractor

By _____
Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

CALIFORNIA COURIER SERVICES,
INC., (dba) CONSOLIDATED ROUTING
Assignee-Contractor

By Bonnie R. Kinson
Title Vice President, Marketing
(AFFIX CORPORATE SEAL)

By _____

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

sns:6/10/03
AMENDCD2781.SNS

LABORATORY SPECIMEN TRANSPORTATION SERVICES FEE SCHEDULE

<u>Transportation Circuit</u>	(A)	(B)	(C)
	Fee Per Stop* <u>Regular Circuit</u>	STAT** Mileage Fee <u>Special Services</u>	Super STAT*** Mileage Fee <u>Special Services</u>
1. Antelope Valley	\$8.00	\$1.16	\$1.16
2. San Fernando	\$8.00	\$1.16	\$1.16
3. Northeast	\$8.00	\$1.16	\$1.16
4. South/West	\$8.00	\$1.16	\$1.16
5. Coastal	\$8.00	\$1.16	\$1.16
6. Hospital/Public Health	\$8.00	\$1.16	\$1.16
7. PHL/PH Center Route	\$8.00	\$1.16	\$1.16
8. PHL/PH Center Route	\$8.00	\$1.16	\$1.16
9. Juvenile Court H.S.	\$8.00	\$1.16	\$1.16

- (D) "On Call" services are "as needed", additional services which will be paid at the rate of \$1.16 per mile from Point A (pick-up) to Point B (delivery). "On Call" service is either same day service or arranged service for Medical Facilities with non circuit schedules or special services after normal circuit schedules. No claims will be paid for "On Call" request created by Contractor caused disruptions in services. All claims must be verified and approved by Director in Exhibit A.

* Fees Per Stop include pick-up and delivery service.

**Stat is mileage fee paid for special service requests that cannot be completed in a regular circuit service route, as indicated in column A above. Fees are calculated from Point A (pick-up) to Point B (delivery). Service must adhere to response times described in Exhibit A, and must be verified and approved by Director.

***Super Stat is mileage fee paid for special service requests which cannot be completed in the Regular Circuit, column A above, or a Stat response, such as column B above. Fees are to be calculated from **Contractors Headquarters** to Point B (delivery). Service must adhere to response times described in Exhibit A, and must be verified and approved by Director of Department of Health Services, or his designee.

Please note: Exhibit A is located in the original Agreement.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Gratland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Clara Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.